

4-2034

02-38

NEW MILFORD BOARD OF EDUCATION

AND

NEW MILFORD ASSOCIATION OF EDUCATIONAL SECRETARIES

CONTRACT

X 1981 - 1982
X 1982 - 1983

LIBRARY
Institute of Management and
Labor Relations

MAY 27 1982

RUTGERS UNIVERSITY

TABLE OF CONTENTS

<u>ARTICLE</u>		<u>PAGE</u>
I	RECOGNITION	1
II	NEGOTIATIONS PROCEDURE	2
III	GRIEVANCE PROCEDURE	3
IV	MANAGEMENT PREROGATIVES	6
V	WORK SCHEDULE	7
VI	SALARY GUIDE PROVISIONS	8
VII	HEALTH CARE INSURANCE PROTECTION	9
VIII	SICK LEAVE	11
IX	TEMPORARY LEAVE	13
XX	VACATION POLICY	16
XI	MISCELLANEOUS PROVISIONS	17
XII	FULLY BARGAINED PROVISIONS	19
XIII	SEPARABILITY AND SAVINGS	20
XIV	DURATION OF AGREEMENT	21

SCHEDULES

- A SALARY GUIDE 1981-1982
- A.1 SALARY GUIDE 1982-1983

ARTICLE I - RECOGNITION

The New Milford Board of Education recognizes the New Milford Association of Educational Secretaries, hereinafter referred to as the Association, as the exclusive representative for collective negotiations concerning the terms and conditions of employment during the term of this Agreement for the Secretarial/Clerical personnel employed by the Board of Education, hereinafter referred to as the Board.

ARTICLE II - NEGOTIATIONS PROCEDURE

A. The Board and the Association agree to enter into collective negotiations for the purpose of concluding an agreement in accordance with Chapter 303, Public Laws 1968, on matters concerning the terms and conditions of employment. Such negotiations shall begin in each year not earlier than October 1st nor later than October 15th of the calendar year preceding the calendar year in which this agreement expires.

The Association shall submit their proposals no later than two (2) weeks prior to the date of the first meeting of the parties for negotiations.

The Board shall submit their proposals within two (2) weeks of the receipt of the Association's proposal.

Any final agreement so negotiated shall apply to all members of the appropriate unit, as set forth in ARTICLE I, be reduced to writing, and be signed by the Board and the Association.

B. The parties and their representatives shall be clothed with all necessary power and authority to conduct negotiations so as to effect a final agreement as established in paragraph A. of this ARTICLE.

C. It is understood that both the Board and the Association must approve the final agreement between the parties before that agreement becomes final and binding upon the respective parties.

D. This agreement shall not be modified in whole or in part by the parties except by an instrument in writing duly executed by both parties.

ARTICLE III - GRIEVANCE PROCEDURE

A. Definitions:

A grievance shall mean that employees or representative of employees may appeal the interpretation, application or alleged violation of this agreement, and administrative decisions affecting them.

A grievance to be considered under this procedure must be initiated in writing, within fifteen (15) school days from the time when the employee knew or should have known of its occurrence.

B. Procedure:

The Grievance Procedure shall consist of four (4) Levels.

1. Level One:

The employee with a grievance shall first discuss it with his immediate supervisor, with the objective of resolving the matter informally.

2. Level Two:

If, within five (5) school days thereafter, a problem remains unresolved, the grievant shall set forth his grievance in writing to his immediate supervisor stating:

- a. The date of the occurrence that caused the grievance.
- b. The nature of the grievance and specific request for relief.
- c. The nature of the loss, injury or inconvenience.

The supervisor shall communicate his decision to the grievant in writing, with copies to the Association within five (5) school days of receipt of the written complaint.

GRIEVANCE PROCEDURE

3. Level Three:

The grievant may appeal the immediate supervisor's decision to the Business Administrator. The appeal to the Business Administrator must be made in writing and must set forth the grounds upon which the grievance is based. It should also contain copies of all material relating to the previous actions taken on it. The Business Administrator, in consultation with the Superintendent of Schools, shall attempt to resolve the matter as quickly as possible, but within a period not to exceed ten (10) school days. The Business Administrator shall communicate his decision in writing to the grievant with a copy to the Association.

4. Level Four:

If the grievance is not resolved to the grievant's satisfaction, he may request a review by the Board. The request shall be submitted in writing through the Business Administrator who shall attach all related papers and forward the request to the Board. The Board, or a committee thereof, shall review the grievance, hold a hearing with the grievant, and render a decision in writing to the grievant, with copies to the Association, within fifteen (15) school days.

5. Failure at any step of this procedure to communicate the decision on a grievance within the specified time limits shall permit the grievant to proceed to the next step. Failure at any step of this procedure to appeal a grievance to the next step, within the same time limit prescribed for a decision, shall be deemed to be acceptance of the decision rendered at that step.

GRIEVANCE PROCEDURE

- C. In all matters relating to the handling of grievances, employees shall be assured freedom from reprisal, restraint, interference, coercion, and discrimination during and after the presentation of the matter. During the time that the grievance is being reviewed by the appropriate parties, it is understood that the employees, including the grievant, will continue to follow the established administrative rules and regulations, and Board Policies regarding the subject matter of the grievance, until such grievance is properly determined.
- D. Nothing herein contained shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with any appropriate member of the Administration, and having the grievance adjusted without intervention of the Association, providing the adjustment is not inconsistent with the terms of this agreement and that the Association has been given the opportunity to be present at such adjustment.
- E. Any employee may be represented at all stages of the grievance procedure by himself, a person of his choosing, or by the Association's Representative. When an employee is not represented by the Association, the Association shall have the right to be present at all stages of the grievance procedure and may state its view.
- F. In the case of a grievance affecting a group or class of employees, the person or persons involved may submit such grievance to their immediate supervisor and follow the procedures starting with Level One. The Association may process such a class or group grievance through all subsequent levels of the Grievance Procedure.
- G. Meetings and hearing under this procedure shall not be conducted in public unless a public meeting is requested by the grievant.

ARTICLE IV - MANAGEMENT PREROGATIVES

- A. The Board, on its own behalf and on behalf of the electors of the District, hereby retains and reserves unto itself, the rights, duties and responsibilities conferred upon and vested in it by the law and the Constitution of the State of New Jersey, including the right to exercise the executive management and administrative control of the school system and its property and facilities.
- B. As listed in Title 18A:-11-1 New Jersey Statutes Annotated 1968, the Board shall:
1. Make, amend and repeal rules, not inconsistent with this title, or with the rules of the State Board, for its own government and the transaction of its business and for the government and management of the public schools and public school property of the district and for the employment, regulation of conduct and discharge of its employees, subject, where applicable, to the provisions of Title II, Civil Service, of the Revised Statutes; and
 2. Perform all acts and do all things, consistent with law and the rules of the State Board, necessary for the lawful and proper conduct, equipment and maintenance of the public schools of the district.

ARTICLE V - WORK SCHEDULE

- A. All employees covered by the Agreement shall work an eight-hour day, which includes one (1) hour for lunch or dinner.
- B. The hours of work for employees shall be determined and established by the Business Administrator in consultation with the immediate Supervisor(s). Nominally the day shift hours will occur between 6:00 A.M. and 6:00 P.M.
- C. All employees will be off on the days listed on the Holiday Schedule established annually by the Board, attached hereto and known as SCHEDULE A, except that each employee may be on call for two days, at no extra compensation, during the Christmas Week, the Spring Recess, and Winter Recess at the discretion of the immediate supervisor.
- D. In the event it is necessary for any employee to work on the days off as established by SCHEDULE A in excess of the on-call days, and still have worked less than forty hours in a week, they will be compensated at the rate of 1/240 of their annual salary per day or given compensatory time off.
- E. In the event it is necessary for any employee to work in excess of forty (40) hours in any one week, overtime shall be paid at the rate of time and one-half.
- F. Employees who are placed in a temporary employment category that is higher than their normal employment category shall receive the appropriate salary of the higher level after working 2 full days in the higher category.

ARTICLE VI - SALARY GUIDE PROVISIONS

- A. The Salary Guide for all employees covered by this Agreement are set forth in SCHEDULE A and SCHEDULE A1 attached hereto and made part hereof.
- B. All new employees will be employed at a base pay not to exceed the base salary adopted by the Board of Education in the approved budget for the school calendar year, plus full credit, as full steps of the salary guide, for each year of recognized experience as evaluated and determined by the Business Administrator.
- C. All personnel employed on or before January 31st of any year shall be eligible for a full increment. All personnel employed February 1st or after shall not be eligible for an increment unless granted the increment by the Board.
- D. All advancement on the Salary Guide shall be made at full steps so that all full-time personnel will be on a specific step on the guide and not between steps.
- E. Annual increments, salary adjustments, or both, may be withheld if the work of the individual is below acceptance standards as determined by the Business Administrator in consultation with the employee's immediate Supervisor(s).
- F. Employees will be hired on a sixty (60) day trial basis.
- G. When a pay day falls on or during a school holiday, vacation or week end, employees shall receive their pay checks on the last previous working day.
- H. The night shift shall receive a differential of Two Hundred Dollars (\$200.00) per annum.

ARTICLE VII - HEALTH CARE INSURANCE PROTECTION

The Board will make available a health care insurance protection package as designated below:

- I A. Provisions of the health care insurance program shall be detailed in master policies and contracts arranged for by the Board and shall include:
 1. Hospital room and board and miscellaneous costs.
 2. Out-patient benefits.
 3. Laboratory fees, diagnostic expenses and therapy treatments.
 4. Maternity costs, Surgical costs and Major Medical coverage.
- B. For each employee who remains in the employ of the Board for the full school year, the Board shall make payment of insurance premiums to provide insurance coverage for the full twelve (12) month period commencing sixty (60) days from date of employment, provided the carriers contract provisions are met.
- C. When necessary, payment of the premiums in behalf of the employee shall be made retroactively or prospectively to assure uninterrupted participation and coverage.
- D. The Board shall provide to each employee a description of the health care insurance coverage, as provided by the carrier, no later than the beginning of the school year, which shall include a clear description of conditions and limits of coverage as listed. If no changes in coverage occur, this paragraph is inoperative.

II Dental Insurance

- A. The Board will make available a Dental Insurance plan package. The coverage will be detailed in the carrier's master policy and contract arranged for by the Board.

HEALTH CARE INSURANCE PROTECTION

II Dental Insurance (continued)

B. Details of the plan will be made available to all participating employees. The insurance carrier's brochure will be issued to all employees in order to provide details of the coverage.

III Prescription Drug Plan

A prescription drug plan will go into effect in February 1983. Details of the plan are to be worked out with the Teachers Association and will be explained in detail by an amendment to this contract.

IV Cost of Health and Dental Insurance

Any increase in the cost of premiums above the 1981-82 costs per individual in the bargaining unit shall be negotiated by the two parties to this contract. The economic impact of any additional costs for these insurance plans will be determined by the negotiation process.